



Partner Agency Agreement

INDIANAPOLIS HOMELESS MANAGEMENT INFORMATION SYSTEM

This Agreement, hereinafter referred to as the “Agreement”, is entered into this _____ day of _____, _____, by and between _____ whose principal place of business is located at _____, _____, hereinafter referred to as “Agency” and the Coalition for Homelessness Intervention and Prevention, Inc., an Indiana nonprofit corporation whose principal place of business is located at 1014 Prospect St., Indianapolis IN 46203, hereinafter referred to as “CHIP”, collectively referred to as the “Parties”.

BACKGROUND

1. The Parties recognize the benefit of collaborating on efforts to collect, maintain and report computerized data to and from the Homeless Management Information System pertaining to service providers and their near-homeless and homeless clients. The Homeless Management Information System hereinafter shall be referred to as “HMIS”.
2. The Parties agree that the ultimate goal of collecting, maintaining and reporting such computerized data is to improve the social welfare of members of our community who are near-homeless or are currently experiencing homelessness and to avoid compromising the privacy of these individuals.

Based on the foregoing, this Agreement shall govern the relationship between the Parties and their rights and obligations as they pertain to the HMIS.

SECTION 1. TERM

This Agreement shall become effective on the signing hereof by both Parties and shall continue in effect for a period of two (2) years, unless renewed or sooner terminated in accordance with the provisions of this Agreement.

SECTION 2. APPOINTMENT OF AGENT

Agency appoints CHIP as its exclusive agent for the management of the collection, storage and maintenance of data of Clients who utilize services provided by Agency and CHIP accepts the appointment, subject to the terms and conditions set forth in this Agreement.

SECTION 3. PROFESSIONAL MANAGEMENT STANDARDS AND HMIS SYSTEM RESPONSIBILITIES

SECTION 3.1. RIGHTS AND RESPONSIBILITIES OF CHIP

- a) CHIP agrees to exert its reasonable best efforts and professional skill and competence in operating and managing the HMIS in an effort to satisfy the HMIS related needs of Agency.
- b) CHIP shall have the sole authority to establish policies, procedures and forms for use of the HMIS by Agency and shall provide Agency with a written copy of such policies and procedures. CHIP will provide opportunities for Agency to comment on policies, procedures, and forms.
- c) CHIP will provide to Agency regular opportunities to comment on the development and the performance of the HMIS through regularly scheduled user meetings and community progress updates.
- d) CHIP will not release identifying client information to any organization other than the originating Agency or as identified in this Agreement or the HMIS Privacy Notice.

SECTION 3.2. RIGHTS AND RESPONSIBILITIES OF AGENCY

- a) Agency will display the HMIS Privacy Notice Posting at the agency's intake area.
- b) Agency will adopt the HMIS Privacy Notice and provide copies of the full Privacy Notice to clients upon request. Agency will provide reasonable accommodations for persons with disabilities to ensure that they understand the Privacy Notice.
- c) Agency agrees to use the HMIS Privacy Notice provided by CHIP, to obtain client consent, hereinafter referred to as "Consent," of each client before any of their personal information is shared through the HMIS. If a client refuses to provide Consent, their personal data may be entered into the HMIS only for access by and use of Agency, and Agency is prohibited from sharing such data with any other person or entity through the HMIS. Agency agrees that it will not refuse to serve any client because that client denies Consent to Agency to share their personal data through the HMIS.
- d) Agencies will retain all originals or copies of documents referenced in the document library for a minimum of seven (7) years. Agency will establish mechanisms to protect hard copy data that is either generated by or for the HMIS, including reports, data entry forms, signed consent forms, etc.
- e) Agency agrees to comply with the current version of HUD's [HMIS Data Standards](#) and Indianapolis Continuum of Care HMIS data collection requirements. Agency shall make every effort to ensure that all client data entered or shared in the HMIS shall be truthful, accurate, complete and timely.
- f) Agency agrees to abide by HMIS Policies and Procedures, including but not limited to, those pertaining to consent, client confidentiality, collecting and entering minimum data elements, the HMIS Privacy Notice, and maintaining the integrity of the data. Policies and procedures are available by contacting CHIP and at www.chipindy.org.
- g) Agency agrees to comply with all state and federal laws regulating the collection, storage, and use of data. Agency agrees to comply with additional Continuum of Care privacy policies on notification and/or consent.
- h) Agency agrees to ensure that prior to any access to the HMIS, employees, volunteers and agents, hereinafter referred to as "User" or "Users", receive appropriate instruction on the use of the HMIS, confidentiality, policies and procedures, and use of the system, and will access the HMIS only for purposes authorized by Agency. Agency must allocate paid staff time for training. The Agency is responsible for the actions of its Users and for their training and supervision.
- i) Agency will ensure that all Users understand and comply with the HMIS Privacy Notice.
- j) At Agency's discretion, it may designate and terminate any User's access to the HMIS. Each User will have a unique username and password that may not be shared with any other person, and which governs the security level for that User. Users will be required to sign a User Agreement. Prior to access to the HMIS by any User, Agency agrees that no User will access the HMIS until CHIP receives one (1) copy of such User's executed User Agreement. Agency further agrees to notify CHIP promptly (within 2 business days) when Agency designates or terminates any User's authorization to access the HMIS. Users must update their password every 90 days and will be prompted to do so by the system.
- k) Agency will adopt a written grievance policy related to all client data entered in the HMIS and will provide all clients with a copy of such policy upon client request.
- l) Upon receipt of a verbal request from a client, to be documented by Agency, Agency agrees to provide any client with an opportunity to review his/her personal information in the HMIS, to request corrections in the data, and to pursue a grievance regarding the data changes or corrections in the data.
- m) Agency agrees to immediately report to CHIP via email or phone call to a member of the HMIS team any actual or suspected violations of HMIS Policies and Procedures, including but not limited to, violations related to breaches of client confidentiality or consent, data integrity, or any misuse of the HMIS.
- n) In the event of collaborative agreements among agencies, each agency shall be responsible for providing CHIP with authorization in order that CHIP may establish protocols necessary for exchanging or sharing client data. The collaborating Agencies must provide a copy of the agreements that define and authorize the sharing of data to CHIP.
- o) Agency must designate an Agency Site Administrator who will serve as the Agency's primary contact related to HMIS issues, including training, data collection, and attendance at HMIS User Group meetings.

SECTION 3.3. AGENCY PARTICIPATION WITHOUT DIRECT USER INPUT INTO THE HMIS

- a) Agencies may decline to use the HMIS interface if they have another appropriate data system collecting demographic and service data. These Agencies are still responsible for providing accurate and timely client, demographic and services data for Continuum-wide reporting. These Agencies that do data transfer instead of using the HMIS interface must a) provide quality, accurate timely data in a digital format, and b) provide a regularly scheduled automated data transfer of data files in the appropriate format, no less than once annually.
- b) Agencies that do not use the HMIS interface must still abide by the [HMIS Data Quality Plan](#), policies concerning consent, confidentiality and timely accurate data entry, and will still be subject to the Agency participation fees as outlined in Section 6

SECTION 4. HMIS DATA

- a) Agency acknowledges that all data is highly confidential and agrees that it will not use or disclose data other than as permitted or required by this Agreement or as permitted or required by law. Agencies will use appropriate standards to prevent use or disclosure of the information other than as permitted by this Agreement, the HMIS Policies and Procedures, or the HMIS Privacy Notice.
- b) Agency agrees that it has appropriate data confidentiality protections in place, including agency policies and procedures and training, to ensure that sensitive or protected client information is properly collected, recorded, and/or shared, including but not limited to HIV/AIDS, mental health, addictions, and disability.
- c) Agency shall be able to view, enter and edit data pertaining to all of Agency's clients and services. Agency shall be able to produce data reports by exporting data from the HMIS or by any other appropriate method available from the HMIS. Hard copies of Indianapolis HMIS information must be kept in a secure file. When hard copies of HMIS information are no longer needed, they must be properly destroyed to maintain confidentiality.
- d) CHIP will maintain a dashboard available to Agency that includes community wide, aggregate HMIS data. This dashboard will contain aggregate data at the programmatic, system and population level that will not disclose any confidential information pertaining to clients. Agency may utilize the information in this dashboard for any purpose. CHIP shall not publicly report Agency's proprietary information, including but not limited to client services or client procedures, unless CHIP receives written authorization from Agency.
- e) Agency further agrees to authorize CHIP to utilize data for planning, reporting and grant writing. Agency also agrees to authorize CHIP to reconcile and release de-identified aggregate data to the Continuum of Care facilitator or any other governmental or other entity for purposes that include, without limitation, the development of Consolidated Plans, Gaps Analysis, HUD reporting, Emergency Shelter Grants, Continuum of Care funding applications, etc.
- f) CHIP may contract with external organizations to perform system administration, technical support, auditing, research and compliance with legal and regulatory requirements, data quality assurance, data analysis, and data reporting. The Agency grants CHIP's contractor's permission to access and utilize client data for the purposes identified above. CHIP and its contractors will not disclose information except as permitted or required in this agreement, in the HMIS Privacy Notice, or required by law. Agency may request a list of all CHIP contractors at any time in writing to the CHIP HMIS Administrator.

SECTION 5. HMIS HARDWARE, SOFTWARE AND CONNECTIVITY

- a) Agency shall provide and maintain computer systems, operating software, networks and Internet access that meet at least the minimum technical specifications set forth by CHIP in the Baseline Security Requirements section of the HMIS Policies and Procedure.
- b) Agency agrees to locate its computer systems in secured and semi-private areas on the Agency's premises.

- c) Agency acknowledges that the sublicense to use the HMIS or any software provided to Agency by CHIP confers no ownership or other rights to the software, other than the specific right to use the software according to the terms and conditions of this Agreement. Agency, its employees, volunteers and agents are prohibited from and have no right to sell, distribute or transfer an original or any copy of the software or software manual, if any. Agency, its employees, volunteers and agents are also prohibited from allowing any non-licensed party to access or use the software.
- d) Eccovia Solutions (the software developer) will maintain the server and software, perform regular data backups and comply with industry standards for security of the server and the data on it. The data and the software will be available for access 24 hours a day. However, the server may be occasionally taken down for maintenance and service, but Eccovia Solutions and CHIP will make every effort to avoid disruption during daily operating hours.
- e) Agency will be able to request a demonstration of the software using the training site with fictitious client data. Real client data will never be used for this purpose.

SECTION 6. COMPENSATION FOR HMIS

- a) To maintain the HMIS and to obtain a sublicense(s) to use the HMIS, Agency agrees to pay a fee in the amount of \$40 per user per month. CHIP will invoice the license fees quarterly to the Agency. User licenses may be temporarily deactivated if payment of invoices by Agency is not received by CHIP within 45 days of invoice date.
- b) Data pertaining to homeless and near homeless clients may be entered in the HMIS by Agency; however, Agency may incur other fees related to additional HMIS services for clients served by programs that are not targeted towards homeless and/or homeless prevention. These additional fees will be determined on a case-by-case basis.
- c) CHIP will provide limited technical assistance for troubleshooting, report generation, imports and exports, one-on-one and LMS training for users. Extensive customizations to the software and for new report generation are available to Agency for an additional fee, to be determined on a case-by-case basis.

SECTION 7. ELIGIBILITY AND TERMINATION

SECTION 7.1 ELIGIBILITY

CHIP will have the sole authority for determining eligibility for participation by Agency in the HMIS. Participation in the HMIS by one or more of Agency's programs does not guarantee that all of Agency's programs are eligible to participate in the HMIS.

SECTION 7.2 TERMINATION

- a) Agency may terminate this agreement, without cause, upon sixty (60) days written notice to CHIP.
- b) CHIP may terminate Agency's participation in the HMIS without cause and without prior notice to Agency. In the event of termination by CHIP, Agency will receive one (1) export copy of all data entered by Agency into the HMIS as of the date of termination. Agency data in the system on the date of termination will remain in the HMIS indefinitely and may be utilized for any lawful purpose whatsoever. In the event of termination, Agency agrees that all fees are non-refundable.
- c) CHIP may terminate an individual User's access to the HMIS without cause and without prior notice to Agency. CHIP will immediately contact Agency if an individual User's access to the HMIS is terminated. Termination of an individual User's access to the HMIS may have no effect on Agency's participation in the HMIS.
- d) On termination of this Agreement, it is agreed by both Parties:
 - a. All records in the possession of CHIP and data in the HMIS, together with all supplies or other items of property owned by CHIP and in Agency's possession, shall be forthwith delivered to CHIP.
 - b. CHIP's right to compensation shall immediately cease, but CHIP shall be entitled to be compensated for services rendered hereunder prior to the date of termination.

SECTION 8. RENEWALS

Unless written notice of expiration from either party is received thirty (30) days before the expiration date of this Agreement, the Agreement shall be automatically renewed, under the same terms and conditions contained herein, for another one (1) -year term (not to exceed a total period of three (3) years), and the same notice and renewal terms shall apply to the subsequent renewal period.

SECTION 9. MAILING AND NOTICE REQUIREMENTS

- a) All notices and periodic statements required under this Agreement shall be in writing and shall be delivered in person or by regular United States mail. Notices and periodic statements shall be deemed communicated as of deposit in the United States mail, delivery to an express company, or on personal delivery.

- b) Notices and periodic statements shall be addressed as follows:

CHIP:

HMIS System Administrator
1014 Prospect St.
Indianapolis, IN 46203

AGENCY:

SECTION 10. ASSIGNMENT

At all times this Agreement will inure to the benefit and constitute a binding obligation on the Parties and their respective successors and assigns. This Agreement may not be assigned by the either Party without the prior written consent of the other Party hereto.

SECTION 11. ENTIRE AGREEMENT

- a) This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement, executed and approved by both of the Parties hereto.
- b) If this Agreement is executed in several counterparts, each shall constitute a complete original Agreement which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.

IN WITNESS WHEREOF, CHIP and Agency have executed this Agreement in Indianapolis, Indiana on the dates subscribed below.



Coalition for Homelessness Intervention and Prevention of Greater Indianapolis, Inc.

BY:

PRINTED:

TITLE:

DATE:

AGENCY:

BY:

PRINTED:

TITLE:

DATE: